

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant <div style="text-align: center;">VISTA GROUP CORP.</div>	2. Registration No. <div style="text-align: center;">6028</div>
3. Name of Foreign Principal <div style="text-align: center;">SENACYT</div>	

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Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.


TO PROVIDE INFORMATION ON ISSUES OF SCIENCE, INNOVATION AND TECHNOLOGY, AS IT RELATES TO THE REPUBLIC OF PANAMA, TO INTERNATIONAL AUDIENCE AND STAKEHOLDERS THROUGH THE MEDIA IN THE U.S., EXECUTED VIA PRESS RELEASES, OPINION PIECES, INTERVIEWS AND OTHER PRESS-RELATED ACTIVITIES. DESIGNED TO BRING ATTENTION TO PANAMA'S EFFORTS TO POPULARIZE SCIENCE, INNOVATION AND TECHNOLOGY.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
6/16/2011	CARL H. BOHN, III PRESIDENT	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

REPUBLIC OF PANAMA

THE NATIONAL SECRETARIAT FOR SCIENCE, TECHNOLOGY AND INNOVATION
(SENACYT, SPANISH ACRONYMS FOR SECRETARÍA NACIONAL DE CIENCIA
TECNOLOGÍA E INNOVACIÓN)

CONSULTING AGREEMENT N° 10-2010

Between the undersigned, namely: DR. RUBÉN BERROCAL, male, Panamanian, of legal age, personal identification [REDACTED], acting in his capacity as National Secretary of the National Secretariat for Science, Technology and Innovation (**SENACYT**), which will henceforth be known as **SENACYT**, on one hand; and on the other, **CARL HENRY BOHN**, male, American, of legal age, with passport number [REDACTED] acting as Legal Representative of **VISTA GROUP CORP.**, a company duly incorporated under the laws of the Republic of Panama, recorded at Microjacket No.711877, Document 1840290, Mercantile Section of the Public Registry of Panama, who hereinafter will be called **THE CONSULTANT**, agree to subscribe into this **Consulting Agreement** as provided in paragraph 2 of Article 82 from the Law 22 of 2006 amended, which is subject to the following terms :

FIRST CLAUSE: OBJECT OF THE CONTRACT.

THE CONSULTANT agrees to perform: "**THE CONSULTING SERVICES OF NATIONAL AND INTERNATIONAL COMMUNICATION PROJECTS AND ACTIVITIES OF SENACYT.**"

The general objective of this consulting agreement is to create a Communication Strategy aligned to the Strategic Plan of Science and Technology (PENCYT, Spanish acronyms) over the next five years that seeks to diffuse the actions developed and to be developed by **SENACYT**, nationally and internationally; and

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to provide strategic advice to enhance the diffusion and popularization of science, technology and innovation.

SECOND CLAUSE: OBLIGATIONS OF THE CONSULTANT.

Both parties agree and accept, as general obligations of **THE CONSULTANT**, to implement **THE CONSULTING** as follow:

1. The Consultant should submit before the Public Relations and Advertising Office a proposal with the methodology for the implementation of this Consultancy with a work schedule, within a term of ten (10) days from the signing of this Contract.
2. All proposals worked by the Consultant will be reviewed and approved by the Public Relations and Advertising Office of **SENACYT**. The Consultant may not provide guidelines or diffuse information of **SENACYT**; the Association of Public Interest and its projects without prior approval of Public Relations and Advertising Office of **SENACYT**.
3. Attend promptly to all recommendations made by **SENACYT**, based on this contract and the agreements with the Public Relations and Advertising Office of **SENACYT**.
4. Submit a monthly progress report of the consultancy; it will be annexed to the management report of the Public Relations and Advertising Office of **SENACYT**.
5. Fulfill with all the specifications, activities and products established in the Terms of Reference for proper execution of service.
6. Observe and enforce all the laws of the Republic of Panama.
7. Any request submitted by the Public Relations and Advertising Office of **SENACYT** within the development of this contract.

THIRD CLAUSE: SENACYT OBLIGATIONS.

SENACYT will have the following obligations:

1. To check the products or deliverables, in order to establish whether they are complying with the terms of reference and the proposal of **THE CONSULTANT**.

FOURTH CLAUSE: DURATION OF THE AGREEMENT

This consulting agreement will have a validity term of twelve (12) months, starting from the delivery of the proceed order to **THE CONSULTANT**.

FIFTH CLAUSE: ACTIVITIES AND EXPECTED PRODUCTS

THE CONSULTANT shall to submit a monthly report with the information of the strategies, diffusion and tasks of **SENACYT**.

The consultant should comply with the following activities according to the terms of reference:

1. Create a Communication Strategy aligned to PENCYT 2010-2014, to diffuse topics about science, technology and innovation produced by **SENACYT**, the Public Interest Associations or its beneficiaries to reach national and international public.
2. Construct an action plan with concrete activities of promotion, diffusion and popularization to develop jointly with the Public Relations and Advertising Office of **SENACYT**.
3. Map the main stakeholders of **SENACYT**.
4. Preparation of a handbook of sensitive information and implement a Crisis Committee.
5. Prepare a Media Training for main spokespeople of **SENACYT**.

6. Generate strategic basic messages to diffuse and/or promote science, technology and innovation and answer to different stakeholders in a proactive or reactive way.
7. Develop the consultancy service according to the agreed with the Public Relations and Advertising Office of **SENACYT**.

SIXTH CLAUSE: INTEGRATION OF THE AGREEMENT.

Are incorporated and form essential part of this agreement and therefore, oblige **THE CONSULTANT**, as provided in the following documents:

1. Terms of Reference.
2. Contractor's Proposal.
3. Annexes or any other documents approved by **SENACYT**, jointly with **THE CONSULTANT**, to expand and clarify the above documents.
4. The amendments agreed by mutual consent of the parties.

SEVENTH CLAUSE: PAYMENT.

SENACYT recognizes and will pay to **THE CONSULTANT** for **THE CONSULTING** the total amount of **SIXTY THOUSAND DOLLARS WITH 00/100 (US\$.60, 000.00) in monthly payments of FIVE THOUSAND DOLLARS WITH 00/100 (US\$5,000.00).**

These payments will be charged to the Project No.00046852 "Fortalecimiento de los Procesos de Investigación, Educación, Innovación y Tecnología" of the United Nations Development Programme (UNDP).

The payments will be made until thirty (30) calendar days starting from the date of acceptance of the monthly reports.

EIGHTH CLAUSE: DIPLOMATIC CLAIM WAIVER.

THE CONSULTANT will relieve **SENACYT** and their representatives from any action arising out of performance of this agreement as it is stated on the List of Charges, and resign to claim protection from foreign government or try to obtain diplomatic representations regarding to the rights and duties arising in the agreement except in case of justice denial.

THE CONSULTANT, under oath, states that he is not from a country that applies to retaliatory measures established by the Law 58 of 2002.

NINTH CLAUSE: UNJUSTIFIED FAILURE.

It is agreed and accepted that this agreement may be terminated administratively, if **THE CONSULTANT** does not contact **SENACYT** to arrange details of **THE CONSULTING** in a term of five (5) business days from the date of execution of this contract.

TENTH CLAUSE: ADMINISTRATIVE RESOLUTION OF THE CONTRACT.

There also will be considered grounds for administrative resolution of this agreement which are stated in Article 99 of Law 22 of 2006.

1. Failure to comply with clauses agreed.
2. The bankruptcy or creditors meeting of **THE CONSULTANT** or suspension or cessation of payments that have occurred without the meeting of creditors or bankruptcy related.
3. Dissolution of **THE CONSULTANT** when a legal company or any of the companies that integrate a consortium or accidental association, except other members of the consortium or association can fulfill the contract.

They are also considered as grounds for administrative resolution for failure of contract, but not limited to, the following:

1. That **THE CONSULTANT** refuses or fails to perform any part of **THE CONSULTING** with the diligence that ensure its successful completion within the time specified in the contract, including any extension of time, duly authorized.
2. Do not start **THE CONSULTING** within the time agreed.
3. **THE CONSULTANT** actions that tend to undermine the intention of the contract.
4. Do not have the staff or the quality equipment, capacity, and the amount offered in its proposal to perform satisfactorily the agreement within the stipulated period.

ELEVENTH CLAUSE: JUSTIFIED FAILURE, UNFORESEEABLE CIRCUMSTANCES OR FORCE MAJEURE.

Delays caused by reasons not attributable to **THE CONSULTANT** or where situations of force majeure shall be entitled to extend the term of the agreement for a period not less than the delay.

THE CONSULTANT agrees and accepts responsibility for any damage they may cause to **SENACYT**, for the failure of the agreement or as a result of the fault or negligence.

TWELFTH CLAUSE: FINES.

It is accepted and it is agreed that **SENACYT** shall require a fine to **THE CONSULTANT** for late executions of **THE CONSULTING** whose amount shall be

calculated on the basis of four percent (4%) of the value equivalent to the portion left to run by **THE CONSULTANT**, divided between thirty (30) and multiplied by each calendar day of delay.

THIRTEENTH CLAUSE: RULES GOVERNING.

During the execution of this contract, **THE CONSULTANT** agrees to abide by and comply with all laws, decrees, tax payments and contributions of the Republic of Panama, and bear all expenses that they lay down, without any additional cost to **SENACYT**.

THE CONSULTANT shall provide proof of their Taxpayer Identification Number of the Income Tax to the General Revenue Directorate of the Ministry of Economy and Finance of the Republic of Panama. Otherwise, **SENACYT** will charge a general rate established on articles 699 and 700 from the Fiscal Code of the Republic of Panama.

FOURTEENTH CLAUSE: ASSIGNMENT OF RIGHTS.

The assignment of rights under this Agreement shall comply with the specific provisions contained in Article 67 of Law No. 22 of 2006.

FIFTEENTH CLAUSE: VALIDITY.

This Agreement shall enter into force after execution of this contract by both parties.

LEGAL BASIS: Law 22 of 2006, duly amended and Executive Order 366, December 28th, 2006.

Consulting Agreement No. 2010

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For the record, this document is extended and signed in two (02) originals in the city of Panama on the first (01) day of December of two thousand ten (2010).

SENACYT,

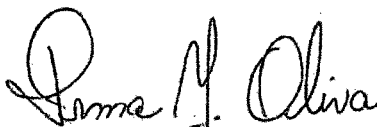
THE CONSULTANT,

Dr. RUBÉN BERROCAL

**National Secretary of Science,
Technology and Innovation.**

CARL HENRY BOHN

Legal Representative



Irma Yariela Oliva Ramos
Res. No. 2489 de 7 de octubre de 2008
Traductora Pública Autorizada
INGLES - ESPAÑOL / ESPAÑOL - INGLES